

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2004

Division: Public Works

Bulk Item: Yes X No

Department: Engineering

AGENDA ITEM WORDING: Approval of a contract with H & R Paving in the amount of \$738,100.00 for Card Sound Road Improvements.

ITEM BACKGROUND: On April 1, 2004 five bids were received: (1) H & R Paving in the amount of \$738,100.00; (2) APAC-Southeast, Inc. in the amount of \$766,107.80; (3) Community Asphalt Corp. in the amount of \$850,668.20; (4) General Asphalt Co., Inc. in the amount of \$868,773.05; and (5) Pavex Corporation, d/b/a Ranger Construction South in the amount of \$1,042,418.81. The engineer's estimate is \$1,039,442.87.

PREVIOUS RELEVANT BOCC ACTION: The BOCC approved the Seven-Year Plan on December 17, 2003.

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$738,100.00

BUDGETED: Yes X No

COST TO COUNTY: \$184,525.00

SOURCE OF FUNDS: FDOT 75%: \$553,575.00
Card Sound Road Toll 25%: \$184,525.00

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

ITEM PREPARED BY:

David S. Koppel
David S. Koppel, County Engineer

DIVISION DIRECTOR APPROVAL:

Dent Pierce
Dent Pierce

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C27

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: APRIL 1, 2004 AT 11:00 AM

TITLE : CARD SOUND ROAD IMPROVEMENTS, KEY LARGO, MONROE COUNTY, FLORIDA
BID-ENG-92-274-0-2004/LC

RESPONDENT	ACK. OF ADDENDUM #1	BID BOND	BID AMOUNT
H & R PAVING	YES	YES 5%	\$738,100.00
APAC SOUTHEAST, INC.	YES	YES 5%	\$766,107.80
COMMUNITY ASPHALT CORP.	YES	YES 5%	\$850,668.20
GENERAL ASPHALT CO., INC.	YES	YES 5%	\$868,773.05
PAVEX CORPORATION DBA RANGER CONSTURCITON SOUTH	YES	YES 5%	\$1,042,418.81

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing, Berry Rikard - Engineering.

Members of the Public Present: Bruce D. Henrich - Pavex, Rob Lopez - General Asphalt and Carlos Parodi - Community Asphalt.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: H & R PAVING. Contract # _____

Effective Date: Upon Execution

Expiration Date: 120 calendar days from date of commencement

Contract Purpose/Description:
Approval to award bid and enter into a Contract with H & R Paving, Inc. in the amount of \$737,100.00 for Card Sound Road Improvements.

Contract Manager: David S. Koppel, PE 4426 Engineering / #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/21/04 Agenda Deadline: 04/06/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 738,100.00 Current Year Portion: \$ _____

Budgeted? Yes ☒ No ☐ Account Codes: 125-22526-560630-GR0222 -530340

Grant: \$ 553,575.00

County Match: \$ 184,525.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/12/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Dr. Premi</u>	<u>4/12/04</u>
Risk Management	<u>4/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>4/6/04</u>
O.M.B./Purchasing	<u>4/5/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Shirley A. Barker</u>	<u>4-6-04</u>
County Attorney	<u>4-2-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Pat [unclear]</u>	<u>4-5-04</u>
Comments: <u>OMB: Hacey - project needs line item transfer</u> <u>8/12</u> ✓ DONE				
<u>Builders Risk insurance not necessary</u> <u>156</u>				

Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the _____ day of _____ in the year of TWO THOUSAND FOUR
(In Words, indicate day, month and year.)

BETWEEN the Owner: Monroe County Board of County Commissioners
(Name and address) 500 Whitehead Street
Key West, Florida 33040

and the Contractor: H & R PAVING, INC.
(Name and address) 1955 NW 110th Avenue
Miami, Florida 33172

For the following Project:
(Include detailed description of project, location, address and scope)

**Card Sound Road Improvements
Key Largo, Monroe County, Florida**

The Construction Manager is:
(Name and address)

Monroe County Engineer

The Architect is:
(Name and Address)

Monroe County Engineer's designee

The Owner and Contractor agree as set forth below.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

The Work of this Contract

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Scope of Work as specified in the Project Manual for this project, Section 00300.

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Ten (10) calendar days from Notice to Proceed unless otherwise agreed in writing by Contractor and Construction Manager.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

One-Hundred Twenty (120) calendar days from date of Commencement.

subject to adjustments of the Contract Time as provided by the Contract Document
(Insert provisions if any for liquidated damages relating to failure to complete on time>)

As listed in Milestone Schedule, section 00350-1 of the Project Manual.

ARTICLE 4

Contract Sum

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Seven Hundred Thirty-Eight Thousand one hundred and no/100-----Dollars (\$738,100.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: None

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement. Attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

Unit prices as specified on Bid Form for this project from Section 00110 of Project Manual for this project, as submitted by Contractor and accepted for award of contract by Monroe County Board of County Commissioners.

ARTICLE 5

Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month, or as follows:

Thirty days (30) after commencement of the work and every thirty days thereafter until completion of the project.

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the First day of a month, the Owner shall make payment to the Contractor not later than the Twentieth day of the Same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Twenty days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitations)

NONE.

ARTICLE 6

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect: such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7

Miscellaneous Provisions

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any)

Zero Percent (0%)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Temporary facilities and services:

(Here insert temporary facilities and services, which are different from or in addition to those, included elsewhere in the Contract Documents.)

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 8

Termination or Suspension

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
Enumeration of Contract Documents

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 2004, and are as follows:

Document	Title	Pages
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.5 The Drawings are as follows, and are dated on each individual drawing unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.6 The Addenda, if any, are as follows:

Number:	1	Date:	March 22, 2004	Pages:	2
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the contract Documents are as follows:

(List here any additional documents, which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid. Instructions to Bidders, sample forms and the Contractor's bid are not part of the contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date _____

(SEAL)

Attest:

CONTRACTOR

By: _____

By: _____


Title: _____

Title: _____

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**END OF SECTION 00500**

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:



ROBERT M. WOLFE

CHIEF ASSISTANT COUNTY ATTORNEY

Date 4-3-04